

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* KWAME RAOUL, Attorney General of  
the State of Illinois,

Plaintiff,

v.

AMYLU FOODS, LLC,

Defendant.

12794911

Case No. 2021CH01553

Jury Demand

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against Defendant Amylu Foods, LLC (“Amylu”).

**NATURE OF COMPLAINT**

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (the “Act”), against Amylu, a food manufacturing company located in Chicago, Illinois. Over a period of several years, Amylu has impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available at Amylu. In making an individual’s sex an eligibility requirement to fill certain positions, Amylu harmed Illinois workers whose sex prevented them from being eligible for certain positions available at Amylu. Amylu’s policies have also harmed Illinois workers by perpetuating gender stereotypes regarding the different types of work men and women can do.

## **JURISDICTION AND VENUE**

2. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A), (D) of the Act. 775 ILCS 5/10-104; 775 ILCS 5/2-102(A), (D).

3. This Court has jurisdiction over Plaintiff's claims because Defendant committed many of the violations complained of herein in Cook County, Illinois, and Defendant conducts and transacts business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

4. Venue is proper in this judicial district because Defendant maintains offices in Cook County, and many of the events giving rise to Plaintiff's claims occurred in Cook County. 735 ILCS 5/2-101.

## **PARTIES**

5. Plaintiff brings this action by and through Kwame Raoul, Attorney General of the State of Illinois, as authorized pursuant to Section 104(A)(1) of the Act. 775 ILCS 5/10-104(A)(1).

6. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). Amylu's actions constitute a direct threat to the State's public policy and its stated interest in the nondiscriminatory treatment of its residents.

7. Amylu is a corporation headquartered and authorized to transact business in Illinois.

8. Amylu is an "Employer," as defined under the Illinois Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

9. At all relevant times, Amylu has employed two types of workers: (1) individuals hired directly by Amylu (“Direct Employees”) and (2) individuals assigned on an as-needed basis (“Temporary Employees”).

10. At all relevant times, Temporary Employees have been assigned through day and temporary labor service agencies (“Temporary Staffing Agencies”), as defined by the Illinois Day and Temporary Labor Services Act. 820 ILCS 175/5.

11. Both Direct Employees and Temporary Employees are “Employees,” as defined by the Act, because they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

### **FACTUAL ALLEGATIONS**

12. Amylu is a Chicago-based food manufacturing company that specializes in sausages and other meat products.

13. Amylu is a wholly-owned subsidiary of United Deli Holdings, LLC and conducts all business and food processing out of one facility at 1400 W. 44<sup>th</sup> Street in Chicago, Illinois.

14. Amylu relies on the services of Temporary Staffing Agencies to meet its production needs, from grinding the meat and stuffing it into sausage wrappers to packaging and boxing meat products for shipment.

15. Amylu makes daily or weekly requests to its staffing agencies, either in writing or orally, for specific numbers of laborers which the Temporary Staffing Agencies fill by assigning Temporary Employees.

16. Amylu requests several dozen Temporary Employees in a given week from various Temporary Staffing Agencies across Illinois.

17. The duration of the Temporary Employees' job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

18. Amylu exercises significant control over almost every aspect of the Temporary Employees' employment, and is a joint employer of the Temporary Employees with the Temporary Staffing Agencies it utilizes to source its labor force.

19. Amylu has control over the requirements that candidates sent by Temporary Staffing Agencies must meet to be assigned to work in Amylu's facility.

20. Once assigned, Amylu controls and supervises all aspects of the Temporary Employees' work.

21. Amylu establishes job expectations for Temporary Employees and supervises the quality of their work on a day-to-day basis.

22. Amylu determines when, whether, and how to discipline Temporary Employees and when to terminate their assignments.

23. The tasks performed by Temporary Employees at Amylu include, but are not limited to: packaging ready-to-eat sausages into shrink plastic wrapping, boxing items for shipment, grinding raw meat into sausage, and stuffing ground meat into sausage wrappers.

24. Throughout the two years preceding the OAG investigation of Amylu, Amylu has routinely made discriminatory requests for Temporary Employees on the basis of their sex to the Temporary Staffing Agencies it has contracted with.

25. Amylu's requests for Temporary Employees have not included job descriptions or other *bona fide* job requirements such as lifting requirements that corresponded to the duties of each position sourced through Temporary Staffing Agencies.

26. Amylu often requested Temporary Employees by referencing only the Temporary Employee's sex to describe the requirements for the position.

27. Amylu engaged in this practice of sex-based discriminatory assignments for at least the three years preceding the filing of this lawsuit.

**Count I:**  
**Discrimination in Staffing in Violation of 775 ILCS 5/2-102(A)**

28. The People restate and re-allege Paragraphs 1 through 27 of this Complaint as though fully set forth herein.

29. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for "any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment on the basis of unlawful discrimination . . . ." 775 ILCS 5/2-102(A).

30. The Act defines an "Employer" as "any person employing one or more employees within Illinois during one or more calendar weeks within the calendar year of or preceding the alleged violation." 775 ILCS 5/2-101(B)(1)(a).

31. At all relevant times, Amylu has qualified as an "Employer" under the Act.

32. Amylu conditions the availability of work for Temporary Employees on the basis of sex and uses the Staffing Agencies to staff its facility in accordance with their discriminatory preferences.

33. By requesting Temporary Employees on the basis of their sex to fill certain positions at its facility, Amylu has engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.

34. As a direct and proximate result of Amylu's conduct and omissions, Amylu, directly and through the Temporary Staffing Agencies it has used, engaged in a pattern and practice of intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

WHEREFORE, Plaintiff, the People of the State of Illinois, prays that this Honorable Court:

- a. Enjoin Amylu from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order Amylu to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order Amylu to undergo training on employment discrimination;
- d. Order Amylu to submit to monitoring of their processing work-related complaints, including record-keeping, investigation, and resolutions;
- e. Assess civil penalties against Amylu pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- f. Grant such other and further relief as the Court deems appropriate.

Respectfully Submitted:

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,  
Attorney General of the State of Illinois

Dated: April 1, 2021

BY: s/Alvar Ayala  
Alvar Ayala, ARDC #6295810  
Samantha Kronk, ARDC # 6322641

Assistant Attorneys General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Phone: (312) 814-3000  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)  
[skronk@atg.state.il.us](mailto:skronk@atg.state.il.us)

Return Date: No return date scheduled  
Hearing Date: 7/30/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2008  
Location: District 1 Court  
Cook County, IL

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED  
4/1/2021 10:21 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01553

12796218

THE PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* KWAME RAOUL, Attorney General of  
the State of Illinois,

Plaintiff,

v.

AMYLU FOODS, LLC,

Defendant.

Case No. **2021CH01553**

Judge

**UNOPPOSED MOTION FOR ENTRY OF CONSENT DECREE**

The People of the State of Illinois, (“the State”) and Amylu Foods, LLC (“Defendant”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them.

The State moves for this Court to enter the Consent Decree, attached hereto as Exhibit A.

Counsel for Defendant has authorized the State to file this unopposed motion.

Respectfully submitted,

April 1, 2021

KWAME RAUL  
Attorney General of the State of Illinois

By: /s/ Alvar Ayala  
Alvar Ayala  
Chief, Workplace Rights Bureau  
Office of the Illinois Attorney General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Phone: 312-343-0099  
aayala@atg.state.il.us

*Counsel for Plaintiff*

FILED DATE: 4/1/2021 10:21 AM 2021CH01553



**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on the 1<sup>st</sup> day of April 2021, true and correct copies of the foregoing **Unopposed Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

Nadine Abrahams  
Jackson Lewis P.C.  
150 N. Michigan Ave., Suite 2500  
Chicago, Illinois 60601  
Phone: 312-787-4949  
nadine.abrahams@jacksonlewis.com

*Counsel for Defendant*

/s/ Alvar Ayala  
Assistant Attorney General  
Chief, Workplace Rights Bureau

*Counsel for Plaintiffs*

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED  
4/1/2021 10:31 AM  
IRIS Y. MARTINEZ  
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COOK COUNTY, IL  
2021CH01553

12796513

THE PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* KWAME RAOUL, Attorney General of  
the State of Illinois,

Plaintiff,

v.

AMYLU FOODS, LLC,

Defendant.

Case No.  
Jury Demand

**CONSENT DECREE**

**I. THE LITIGATION**

1. The Office of the Illinois Attorney General (hereinafter “OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant, Amylu Foods, LLC (“Amylu”) had engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”).

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, Amylu and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that Amylu has not admitted liability for any of the conduct alleged in the Complaint, and that Amylu has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

**II. FINDINGS**

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulation of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and over the parties.
- b. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.

- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public are adequately protected by this Decree.
- e. This Decree conforms with the Illinois Rules of Civil Procedure and the Act and is not in derogation of the rights or privileges of any person.
- f. The entry of this Decree will further the objectives of the Act and will be in the best interests of the parties and the public.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

**III. NON-ADMISSION**

4. This Decree, being entered with the Consent of the OAG and Amylu, shall not constitute an adjudication or finding on the merits of this case nor shall it be deemed an admission by Amylu of any violation of the Act or wrongdoing. Amylu denies any liability and all claims contained in the Complaint and denies that it has violated the Act. Amylu is entering into this Complaint solely for purposes of avoiding further litigation costs and expenses.

**IV. SCOPE AND DURATION OF THE CONSENT DECREE**

5. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).

6. This Decree shall be binding upon Amylu and its present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, Amylu shall provide a copy of this Decree to any organization or person which proposes to merge with Amylu or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.

7. This Decree does not release Amylu or its owners, directors, officers, managers, agents, successors, or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by Amylu.

8. For purposes of this Decree, these terms are defined as follows:

- a. “Staffing Agency” shall refer to any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client, as defined by the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.
- b. “Temporary Employee” shall refer to any individual assigned to work at Amylu through any Staffing Agency.

- c. “Employee” shall refer to all people hired directly by Amylu but shall also include all Temporary Employees assigned to Amylu unless otherwise indicated in the text hereof.
- d. “Sex Discrimination” shall mean discrimination against any individual on the basis of sex prohibited under 775 ILCS 5/2-102(A).
- e. “Effective Date” shall mean the date of entry of this Decree by the Court.
- f. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

9. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

## **V. INJUNCTIVE PROVISIONS**

### **(A) GENERAL PROVISIONS**

10. Amylu, its officers, agents, employees, and all persons acting in concert with it, are enjoined from engaging in any form of sex-based employment discrimination, or failing to take reasonable corrective measures to prevent third-parties from subjecting Amylu Employees to any form of sex-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual’s sex as set forth in the Act. 775 ILCS 5/2-102(A).

11. If Amylu fails to pay the amount set forth in Section VII of this Decree, the OAG may immediately apply to the court for appropriate relief. If the OAG believes that Amylu has failed to comply with any other provision of this Decree, the OAG shall notify Amylu of the alleged noncompliance in writing and give Amylu 15 calendar days to remedy the noncompliance to the OAG’s satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief. Amylu recognizes that the OAG may seek the following:

- a. Entry of a monetary judgment in the amount of any outstanding payment owed under the terms of the Decree plus all attorneys’ fees and costs expended in obtaining and collecting the judgment;
- b. Other relief as appropriate.

Amylu reserves all rights and potential remedies to oppose any such action that is filed by the OAG.

**(B) AMENDMENT OF DISCRIMINATION POLICY**

12. Within 30 days of the Effective Date, Amylu shall amend its Equal Employment Opportunity Policy (collectively, the “Policy”) to include, in addition to existing protections, the following terms to the extent not already provided therein:

- a. Amylu prohibits any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Discrimination and any such prohibited behavior will not be tolerated from any Employee or Staffing Agency.
- b. Employees may make complaints of discrimination to any person in the Amylu chain of command or through the Complaint Hotline detailed in Section V(D) of this Decree. The Policy shall also list the appropriate governmental agencies that investigate complaints of employment discrimination, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General’s Workplace Rights Bureau, with their respective phone numbers;
- c. Employees may make complaints to these governmental agencies regardless of their immigration status;
- d. Employees may make complaints about discrimination without regard to how much time has passed since the alleged discrimination occurred;
- e. Employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;
- f. Employees will not be required to complain of discrimination to a supervisor or person against whom they allege the unlawful conduct;
- g. Amylu will maintain the confidentiality of the identities of any discrimination or harassment complainants as well as any witnesses or other persons who provide information about the alleged discrimination to the largest extent possible except as needed to investigate and respond to such complaints;
- h. Amylu will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and
- i. Employees, including management, who violate the Policy are subject to discipline, up to and including discharge.

13. Amylu shall implement and enforce its amended Policy on behalf of all its Employees in the State of Illinois. Amylu shall include the Policy in any relevant manual kept by Amylu in the course of its operations.

14. Amylu shall forward a copy of its Policy, and its translations in Spanish and any other commonly spoken language in Amylu's workforce other than English, to the Office of the Illinois Attorney General within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section V(J).

### **(C) DISTRIBUTION OF POLICY**

15. Amylu shall provide all its Employees with a copy of the policy referenced in Section V(B) of this Decree, along with information directing Employees to the Hotline referenced in Section V(D) of this Decree within 60 days of the Effective Date. Additionally, Amylu shall require that Temporary Employees assigned by Staffing Agencies to Amylu for the first time after the Effective Date be provided with the Policy in their preferred language as part of the Staffing Agencies' Employment Notice package before being assigned to Amylu. If Amylu has reason to believe that any Temporary Employees have not received the Policy as part of the Staffing Agencies' Employment Notice package, Amylu shall provide copies of the Policy to be distributed to any such Temporary Employees at a job site.

16. The Policy, and its translations, shall also be printed in a font that is easily legible (at least 12-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view.

17. As required in Section V(J) of this Decree, Amylu shall provide certifications to the OAG of its compliance with the requirements of this Section of the Decree.

18. Amylu shall require all Staffing Agencies and any similar entity to which it outsources responsibilities over payroll, workers' compensation, and supervision over employees or their benefits, to sign an addendum to Amylu's staffing agreement within 30 days of the Effective Date. The language shall appear in each written communication to a staffing agency by Amylu, in at least 11-point font, outlining the following:

(1) That Amylu is an equal employment opportunity employer and prohibits any and all forms of discrimination as follows:

Amylu is committed to equal employment opportunity and to compliance with Illinois and federal antidiscrimination laws. We also comply with Illinois law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, color, sex (including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, marital status, protective order status, military status, unfavorable discharge from military service, sexual orientation (including actual or perceived orientation and gender identity), citizenship status, genetic information, ancestry, religion, pregnancy (including

childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), certain arrest or criminal history records, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider) and use of lawful products outside of work during nonworking hours. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual's credit report or credit history;

(2) That staffing agencies must adhere to Amylu's policy against discrimination, and must assign Temporary Employees to Amylu based on Temporary Employees' skills and ability to meet the requirements of the position being sourced for Amylu, and not on the Temporary Employees' sex or other qualities as prohibited by the Illinois Human Rights Act. The language shall appear as follows:

As an Amylu contractor, you are required to abide by Amylu's non-discrimination policy and are required to source laborers for Amylu based on their skills or ability to meet the requirements of each position sourced by for Amylu, and not based on the laborers' sex or other qualities as prohibited by the Illinois Human Rights Act;

(3) That any employee who feels that he or she has been subjected to unlawful discrimination can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; and

(4) That retaliation against any employee making a complaint about discrimination is strictly prohibited. Such language shall be a term of any future staffing agency agreement.

**(D) COMPLAINT HOTLINE**

19. Amylu shall establish and maintain a complaint hotline (the "Hotline") for Employees to report any incidents of discrimination by Amylu within 60 days of the Effective Date. The Hotline may be, at the election of Amylu, either a dedicated third-party response and message service or a direct dial line staffed or monitored by a qualified Employee of Amylu.

20. Amylu shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to Lucia Ruiz (Controller) for review and handling pursuant to the Policy and this Decree.

21. In accordance with the reporting requirements of Section V(J) of this Decree, Amylu shall aggregate and report every four months, with the first being due 120 days from the Effective Date, to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint.

**(E) NOTICE TO EMPLOYEES**

22. Amylu shall post the Notice attached as Appendix A, in English and Spanish, on all bulletin boards, places where notices are customarily posted, and places the OAG deems appropriate, and shall distribute the notice electronically to all staffing agencies with whom Amylu is currently contracted within 30 calendar days of the Effective Date. Amylu must make all reasonable efforts to ensure that the posting is not altered, defaced, or covered by other materials. Amylu shall require that Staffing Agencies with which it contracts to provide the Notice attached as Appendix A to all new employees assigned to work at Amylu, in English and Spanish, within 30 days of the Effective Date, and prior to the assignment of any new Temporary Employees throughout the Term of this Decree. Amylu shall inquire whether the Staffing Agencies have provided the Notice attached as Appendix A to all new Temporary Employees within 30 days of the Effective Date. If Amylu discovers that the Notice attached as Appendix A has not been provided to all new Temporary Employees within 30 days of the Effective Date, then Amylu will take necessary steps to distribute the Notice itself.

**(F) TRAINING OF EMPLOYEES**

23. During the Term of this Decree, Amylu shall provide an annual training on employment discrimination to all Employees in Illinois. The training shall specifically concern sex-based discrimination including bias in employment and assignments.

24. The initial training session (“Initial Training”) shall occur within 120 calendar days of the Effective Date in accordance with the following requirements:

- a. Amylu shall select an outside instructor (“Instructor”) to organize, construct, and supervise all training sessions. Amylu’s choice of Instructor must be approved by the OAG. Amylu and its Instructor must submit all materials and content of the training to the OAG for approval within 90 days of the Effective Date. The OAG may withhold approval of the training if the OAG is not satisfied with the quality, content, and tailoring of the training materials submitted by Amylu and its instructor. Any expenses associated with this Initial Training shall be covered by Amylu. The training must be available in English and Spanish.
- b. The OAG and Amylu shall confer and agree on the date, manner, and location(s) for the Initial Session.
- c. The Initial Training may be conducted online or in virtual format in accordance with reasonably acceptable safety protocols in light of the COVID-19 pandemic.

25. The remaining training sessions shall be modeled on the Initial Training and shall take place annually, no later than 30 calendar days after the anniversary date of the Initial Training.

26. Amylu shall take and maintain attendance lists of all Employees that participate in the Initial and Annual Trainings.



27. This training will be recorded and provided as part of the Employee orientation process for all Employees hired directly by Amylu.

#### **(G) COMPLAINT PROCESSING**

28. Amylu shall thoroughly investigate each complaint of Sex Discrimination that comes to Amylu's attention through the Hotline, or to the attention of Lucia Ruiz (Controller) or Joseph Bonomo (Chief Operating Officer), by taking steps that include, but are not limited to: (1) interviewing the complainant; (2) interviewing all relevant witnesses; (3) promptly identifying and collecting all relevant evidence; and (4) preparing memoranda or other writings which accurately and completely set forth the information collected at each stage of the investigation. At the conclusion of its investigation, Amylu shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged Sex Discrimination; (2) a narrative summary of any alleged Sex Discrimination, including the date, time, and location; (3) a summary of the investigation and the evidence collected; and (4) a description of any remedial action taken in response to the allegation and the reasons therefore, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by Amylu pursuant to this paragraph shall be forwarded to the OAG every four months, with the first being due 120 days from the Effective Date, along with the investigative reports for each such complaint made.

#### **(H) POSITION DESCRIPTIONS**

29. Amylu shall develop and draft standardized minimum job requirements for each position sourced through Staffing Agencies within 60 calendar days of the Effective Date of this Consent Decree. Amylu shall provide a copy of these Position Descriptions to the OAG within 60 calendar days of the Effective Date. Amylu shall have its safety and compliance personnel review the Position Descriptions at least once per year to evaluate the lifting requirements and to analyze safety and risks. If the lifting requirements may be reduced without loss of safety or efficiency due to new equipment or other procedures, then the Position Descriptions shall be so revised and the revised descriptions provided to the OAG. If the Position Descriptions are not revised, Amylu's safety and compliance officer shall certify in annual reporting to the OAG that the Position Description requirements remain appropriate to the nature of the position.

30. Amylu shall make assignments based on the requirements in the position descriptions referenced in Paragraph 30 and shall uniformly rely on these minimum position requirements when evaluating candidates for employment, whether hired directly or through a Staffing Agency. When requesting Temporary Employees from staffing agencies to fill a position, Amylu shall not make discriminatory requests for Temporary Employees through the use of code words or other proxies for Sex Discrimination and shall instead insist that Staffing Agencies use the Amylu's Position Descriptions to recruit Temporary Employees to fill open positions at Amylu.

#### **(I) RECORD-KEEPING**

31. Amylu shall ensure that all requests to Staffing Agencies for Temporary Employees are made via written (email) communications and shall maintain these communications throughout the Term of this Decree.

32. Amylu shall record the basis for taking disciplinary actions against employees, including termination or refusal to accept a Temporary Laborer assigned by a Staffing Agency, and the basis for any “Do Not Return” orders to Staffing Agencies, and shall maintain these records throughout the Term of this Decree.

**(J) REPORTING REQUIREMENTS**

33. Amylu shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The OAG shall have reasonable and timely access to all employees and to documents or other information that are relevant to the allegations in the Complaint or necessary to supervise compliance with this Decree, including, but not limited to: (i) employees’ personnel records to the extent maintained, including payroll records and billing records from Staffing Agencies; (ii) contact information for any employee, including name, address, telephone number, and email address to the extent maintained; (iii) disciplinary records and other information related to the disciplining and terminating of employees and Temporary Employees; (iv) requests for Temporary Employees or workers; (v) all documents relating to any investigation or allegation of Sex Discrimination; and (vi) communications between Amylu and any Staffing Agency.

34. Every four months, with the first being due 120 days from the Effective Date, Amylu shall submit to the OAG a report of all Sex Discrimination complaints made by any Amylu Employee to the Hotline and/or to Controller Lucia Ruiz occurring within the four-month period preceding the report, including, if provided, the complainant’s name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of Amylu’s resolution(s) taken pursuant to its Policy. Amylu shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policy or compliance with this Decree.

35. Amylu shall track and report to the OAG every four months, with the first being due 120 days from the Effective Date, the following:

- a. The number of Temporary Employees requested by Amylu from its Staffing Agencies to fill any position;
- b. Amylu shall maintain records showing the name and sex of each Temporary Employee sent by the Staffing Agencies in response to the staffing requests, the position to which they are assigned, the department to which they are assigned, and the job site to which they are assigned. Upon request by the OAG, Amylu shall provide these records as part of its report;
- c. The name and sex of each person who applies to be directly hired by Amylu to fill a position, including individuals who apply for internal transfers; and
- d. The name and sex of each person directly hired by Amylu, and the position they fill;

36. Amylu will voluntarily submit its policy and practices to prevent Sex Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits every four months, with

the first being due 120 days from the Effective Date. In the event the OAG exercises its right to audit, Amylu will, upon request, produce the following documents:

- a. All documents and communications between Amylu and its Staffing Agencies relating to assignments for a reasonable period of time designated by the OAG; and
- b. Any other documents reasonably necessary to accomplish the goals of this Decree.

37. On a twice-annual basis, starting 6 months from the Effective Date, Amylu shall submit to the OAG a certification of its compliance with all provisions of this Decree.

38. Amylu shall send each report, as well as all other notifications and certifications required from Amylu by this Decree, in electronic or paper form, to the following address:

Alvar Ayala  
Workplace Rights Bureau Chief  
Office of the Illinois Attorney General  
100 W Randolph Street, 11<sup>th</sup> Floor  
Chicago, Illinois 60601  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

## **VI. ENFORCEMENT OF POLICY**

39. Amylu shall abide by and enforce the Policy and shall notify any Staffing Agency or entity utilized by Amylu that the Staffing Agency must comply with the Policy as laid out in this Consent Decree. Upon Amylu becoming aware of material noncompliance by a Staffing Agency, Amylu shall take immediate corrective measures up to and including terminating the Staffing Agency.

## **VII. MONETARY RELIEF**

40. Within 14 calendar days of the Effective Date, Amylu shall pay a total of \$45,000.00 pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. This payment shall be made payable by check to the "Office of the Illinois Attorney General," and this amount shall be deposited into the Attorney General State Projects and Court Ordered Distribution Fund (the "Fund") for subsequent expenditure at the sole discretion of and as authorized by the Attorney General to protect Illinois workers' rights.

41. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

Alvar Ayala  
Workplace Rights Bureau Chief  
Office of the Illinois Attorney General  
100 W Randolph Street, 11<sup>th</sup> Floor  
Chicago, Illinois 60601

## VIII. DISPUTE RESOLUTION

42. In the event that the OAG believes that Amylu has failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge the OAG's ability to bring an action to enforce the terms of the Decree in this Court.

## IX. SIGNATURES

43. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS  
ATTORNEY GENERAL

KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 3/8/2021

By: 

Alvar Ayala  
Workplace Rights Bureau Chief  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
(312) 343-0099  
aayala@atg.state.il.us

AMYLU FOODS, LLC

Dated: 3/18/2020

By: 

Steven Zoll, Chairman

## APPENDIX A

## NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree between the Illinois Attorney General and Amylu. Amylu is working with the Illinois Attorney General to ensure that positions in the workplace are assigned based on laborers skills and qualification and not based on their sex.

*We hereby notify our employees of the following:*

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We will protect your right to work in an environment free of sex-based discrimination and ensure that positions in the workplace are assigned based on laborers' skills, qualifications, and ability to meet the minimum requirements for the positions available at Amylu.

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If you feel you have been a victim of sex based discrimination, we encourage you to report it to your supervisors or managers at Amylu or by contacting Amylu at the number below:

**HOTLINE**

If you have any concerns over Amylu's investigation of your allegations of sex-based discrimination, you may contact the Office of the Illinois Attorney General's Workplace Rights Bureau to report any mishandling of your Complaint(s) at the number below:

**844-740-5076**

**If you believe you have been the victim of sex-based discrimination, you have 300 days from the alleged violation to file a Complaint with any of the agencies below in order to protect your right to seek a remedy for the alleged violation**

**Illinois Department of Human Rights:** 312-814-6200 (Tel); 866-740-3953 (TTY);  
<https://www2.illinois.gov/dhr/>

**Equal Employment Opportunity Commission:** 1-800-669-4000 (Tel); 312-869-8001 (TTY); <https://www.eeoc.gov/field/chicago/>



# AVISO A TODOS LOS EMPLEADOS

Este aviso se distribuye en conformidad con un Decreto de Consentimiento entre la Oficina del Procurador General de Illinois y Amylu. Amylu está trabajando con el Procurador General de Illinois para asegurar que las posiciones en nuestro lugar de trabajo sean asignadas en base a las calificaciones y aptitudes de los trabajadores y no en base a su sexo.

Por la presente notificamos a nuestros empleados sobre lo siguiente:

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Protegeremos su derecho a trabajar en un entorno libre de discriminación en base a su sexo y aseguraremos que las posiciones de nuestro lugar de trabajo sean asignadas basado en las aptitudes, calificaciones y habilidad de los trabajadores para llenar los requisitos mínimos para cada posición.

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Si siente que ha sido víctima de discriminación en base a su sexo, le recomendamos que lo reporte a sus supervisores o gerentes de Amylu o se comuniquen con Amylu al número que aparece a continuación:

## HOTLINE

Si tiene alguna inquietud sobre la investigación de Amylu acerca de su queja de discriminación en base a su sexo, puede comunicarse con la Oficina del Procurador General de Illinois para reportar cualquier manejo indebido de su(s) Queja(s) al número siguiente:

**844-740-5076**

**Si usted cree que ha sido víctima discriminación basada en su sexo, debe presentar una queja ante una de las agencias a continuación dentro de los 300 días de la violación para proteger su derecho a buscar un remedio para la presunta violación:**

**Departamento de Derechos Humanos de Illinois:** 312-814-6200 (Tel); 866-740-3953 (TTY); <https://www2.illinois.gov/dhr/>

**Comisión de Igualdad de Oportunidades en el Empleo:** 1-800-669-4000 (Tel); 312-869-8001 (TTY); <https://www.eeoc.gov/field/chicago/>

